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6
7 **UNITED STATES DISTRICT COURT**
8 **DISTRICT OF NEVADA**

9 TRUSTEES OF THE OPERATING
10 ENGINEERS PENSION TRUST; TRUSTEES
OF THE OPERATING ENGINEERS
11 HEALTH AND WELFARE FUND;
TRUSTEES OF THE OPERATING
12 ENGINEERS JOURNEYMAN AND
APPRENTICE TRAINING TRUST; and
13 TRUSTEES OF THE OPERATING
ENGINEERS VACATION-HOLIDAY
14 SAVINGS TRUST,

15 Plaintiffs,

16 vs.

17 LAND SURVEY TECHNOLOGIES INC., a
Nevada corporation; and ANTONIO
18 BARAJAS, an individual; BARAJAS &
ASSOCIATES, INC., a Nevada corporation;
19 THE BARAJAS GROUP, a Nevada
corporation; ADRIAN BARAJAS, an
20 individual; and THE GUARANTEE
COMPANY OF NORTH AMERICA USA, a
21 Michigan corporation,

22 Defendants.
23

CASE NO: 2:13-cv-01403-JAD-NJK

**Order Dismissing Action Without
Prejudice, Denying All Pending Motions
as Moot, and Closing Case**

ECF Nos. 34, 37, 40, 49

24 Plaintiffs, Trustees of the Operating Engineers Pension Trust; Trustees of the Operating Engineers
25 Health and Welfare Fund; Trustees of the Operating Engineers Journeyman and Apprentice Training
26 Trust; and Trustees of the Operating Engineers Vacation-Holiday Savings Trust (collectively "Trust
27 Funds"), by and through their counsel of record, Laquer, Urban, Clifford & Hodge, LLP, and Defendants,
28 Land Survey Technologies, Inc., Barajas & Associates, Inc., and Antonio Barajas, by and through their

counsel of record, Hogan Hulet PLLC, and Defendants, Adrian Barajas and The Barajas Group, by and through their counsel of record, Iglody Law, do hereby jointly stipulate to the dismissal of all of Plaintiffs' claims against all Defendants, without prejudice.

Plaintiffs and Defendants have executed a Settlement Agreement setting forth the terms of their settlement. The parties request the Court retain jurisdiction over this case to enforce terms of the settlement agreement should a breach occur. The parties will file a dismissal with prejudice upon the completion of all settlement terms.

Each party shall bear its own costs and fees incurred in this action.

DATED this 15th day of November, 2016

LAQUER, URBAN, CLIFFORD & HODGE, LLP

By: /s/ Nathan R. Ring
Nathan R. Ring, Nevada State Bar No. 12078
Counsel for Plaintiffs Trust Funds

DATED this 15th day of November, 2016

HOGAN HULET PLLC

By: /s/ Jeffrey Hulet
Jeffrey Hulet, Nevada State Bar No. 10621
Counsel for Defendants Land Survey Technologies, Antonio Barajas and Barajas and Associates

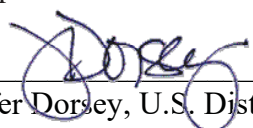
DATED this 15th day of November, 2016

IGLODY LAW

By: /s/ Lee I. Iglody
Lee I. Iglody, Nevada State Bar No. 7757
Counsel for Defendants Adrian Barajas and The Barajas Group

ORDER

Based on the parties' stipulation [ECF No. 49] and good cause appearing, IT IS HEREBY ORDERED that **all claims are DISMISSED** without prejudice, all pending **motions [ECF Nos. 34, 37, 40] are DENIED** as moot, and the Clerk of Court is directed to **close this case**. Once the parties complete the terms of the settlement, they may file a further stipulation to reopen the case for the limited purpose of dismissing the claims with prejudice.



Jennifer Dorsey, U.S. District Judge
November 15, 2016